

Robert L. Furst
Peter B. Dolan
Eirik J. Cheverud
Marc Sarata
Office of the Solicitor
U. S. Department of Labor
200 Constitution Ave, N.W. #N4611
Washington, D.C. 20210
Tel: (202) 693-5637

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON**

R. ALEXANDER ACOSTA,
Secretary of Labor, United States
Department of Labor,

Plaintiff

Case No. 2:17-cv-00082-TOR

CONSENT ORDER

JAMES DEWALT, ET AL.,

Defendants.

CONSENT ORDER

Plaintiff R. Alexander Acosta, Secretary of Labor, United States

Department Labor (“Secretary”) filed a complaint (“Complaint”) in the above captioned action against James DeWalt; Robert G. Bakie; Jack L. Fallis, Jr.;

Jeffrey A. Barton; Associated Industries Management Services, Inc.

(“AIMS”); Associated Industries of the Inland Northwest (“AIIN”); and

Associated Employers Health and Welfare Trust (collectively, the

1 “Defendants”) under Title I of the Employee Retirement Income Security Act
2 of 1974 (“ERISA”), 29 U.S.C. § 1001 et seq., as amended. After negotiation,
3 the Secretary, the Defendants, and the Trusts that are signatories to this
4 consent order (collectively referred to as the “Parties,” or individually as a
5 “Party”) hereby stipulate to the findings and consent to the terms and this
6 Court’s entry of this consent order (“Order”) as the sole and complete
7 memorialization of the final resolution and settlement of all claims and issues
8 in this action.

12

13 1. The Secretary alleged that Defendants violated their ERISA fiduciary
14 duties and engaged in transactions prohibited by ERISA from 2009 through 2014.
15 The alleged violations involved payments to defendant AIMS for administrative
16 services rendered to numerous ERISA-covered employee benefit plans and to the
17 Associated Employers Health and Welfare Trust (the “AET Trust”). The alleged
18 payments were made using assets held in trust by the AET Trust for those plans.
19 In his complaint, the Secretary named the AET Trust as a defendant under
20 Fed. R. Civ. P. 19(a) solely to enable the Court to award complete relief.

21

22

23

24 2. Five other trusts, which are successors to the AET Trust, are signatories
25 to this Order. These five other trusts are: the Associated Employers Trust
26 Commercial Construction Health and Welfare Trust, the Columbia Retail Benefits
27

1 Trust, the Greater Columbia Manufacturing Benefits Trust, the Greater Northwest
2 Health Industry Benefits Trust, and the Pacific Business Resource Benefits Trust.
3
4 Each of these trusts has voluntarily submitted itself to this Court's jurisdiction for
5 the purposes of enforcing this Order. This Order refers to the AET Trust and these
6 five trusts collectively as the "Trusts."
7

8 3. The Court has jurisdiction over the subject matter of this action and has
9 jurisdiction over the Parties.
10

11 4. The Parties agree that venue of this action properly lies in this Court.
12

13 5. In agreeing to this Order, Defendants neither admit nor deny any
14 allegation in the Secretary's complaint, except those allegations that concern
15 federal jurisdiction and venue. To that end, Defendants admit that federal
16 jurisdiction exists over this action and that venue in this Court is proper.
17

18 6. As part of his basis for agreeing to this Order, the Secretary has relied on
19 written and sworn financial disclosures from defendants James DeWalt, Robert G.
20
21 Bakie, and AIIN.

22 7. The Parties waive any trial of all issues arising from the Secretary's
23 complaint in this action.
24

25 8. The Parties consent to the terms and entry of this Order by the Court.
26 Furthermore, the Parties expressly authorize their respective attorneys or agents to
27 make the relevant agreements set forth in this Order, to sign this Order, and to
28

1 consent to the Court's entry of this Order as submitted by the Parties. The Parties
2 represent that counsel of their choosing has informed them of the Order's effects
3 and purposes, including its settlement terms.

4
5 9. As part of the settlement, Defendants James DeWalt; Robert G. Bakie;
6 Jack L. Fallis, Jr.; Jeffrey A. Barton; Associated Industries Management Services,
7 Inc.; and Associated Industries of the Inland Northwest ("Paying Defendants")
8 agree to pay, or cause to be paid on their behalf, \$1,000,000.00 (the "Settlement
9 Amount"), to AIIN. AIIN agrees to segregate and hold the Settlement Amount in
10 trust for the benefit of the participants and beneficiaries of the participating ERISA
11 plans, pending the appointment of an Independent Fiduciary as set forth herein.
12
13 Upon appointment of the Independent Fiduciary, AIIN agrees to pay the
14 Settlement Amount to the Independent Fiduciary, who shall hold the Settlement
15 Amount in trust for use only as set forth herein. Furthermore, the Paying
16 Defendants agree to pay, or cause to be paid on their behalf, \$200,000.00 to the
17 U.S. Department of Labor, representing a penalty assessed by the Secretary under
18 ERISA § 502(l), 29 U.S.C. § 1132(l).
19
20

21 10. The Secretary and his employees, agents, other representatives,
22 predecessors in interest, and successors in interest forever release and otherwise
23 discharge any and all claims (including any civil money penalty under ERISA
24 section 502(l), 29 U.S.C. § 1132(l)) arising all or in part from the AET Trust's
25
26
27
28

1 payments to AIMS during the period June 2010 through February 2014 for
2 administrative services that AIMS provided to the AET Trust and the plans during
3 2009 through 2013, as against (a) James DeWalt; (b) Robert G. Bakie; (c) Jack L.
4 Fallis, Jr.; (d) Jeffrey A. Barton; (e) Associated Industries Management Services,
5 Inc. and its officers, directors, agents, employees, administrators, predecessors in
6 interest, and successors in interest; (f) Associated Industries of the Inland
7 Northwest and its officers, directors, agents, employees, administrators,
8 predecessors in interest, and successors in interest; and (g) the Trusts and their
9 officers, directors, agents, trustees, employees, administrators, predecessors in
10 interest, and successors in interest.

11 11. The Trusts and all Defendants, and their employees, agents, other
12 representatives, administrators, predecessors in interest, and successors in interest
13 forever waive, release, and discharge any and all claims that any of them may have
14 against the Secretary, his employees, agents, other representatives, predecessors in
15 interest, or successors in interest, arising all or in part from the Secretary's
16 investigation, filing, prosecution, maintenance, or settlement of this action,
17 including but not limited to, any claims arising under the Equal Access to Justice
18 Act, 28 U.S.C. § 2412.

19 12. This Order is the sole record and sets forth all terms of the settlement of
20 this action. The settlement memorialized herein becomes effective only upon the
21
22
23
24
25
26
27
28

1 Court's entry of this Order upon the docket, and can only be modified by a
2 subsequent Court order.
3

4 **BASED** on the Court's findings and the undersigned Parties' admissions,
5 stipulations, and agreements set forth above, the Court hereby **ORDERS, AND**
6 **DECREES** as follows:
7

8 13. This Order fully resolves all claims that the Secretary pleaded, alleged
9 or could have pleaded, based on the facts alleged in the Secretary's complaint in
10 this action.
11

12 14. Within 20 calendar days after the Court enters this Order, Paying
13 Defendants shall pay, or cause to be paid on their behalf, a total of \$1,000,000.00
14 (the "Settlement Amount") to AIIN to be segregated and held in trust pending the
15 Independent Fiduciary's appointment as set forth herein. Upon the Independent
16 Fiduciary's appointment, AIIN shall pay the Settlement Amount to the
17 Independent Fiduciary who shall hold the Settlement Amount in trust and for use
18 as set forth herein.
19

20 15. Within 20 calendar days after the Court enters this Order, Paying
21 Defendants shall pay, or cause to be paid on their behalf, \$200,000.00 (the "502(l)
22 Payment") to the U.S. Department of Labor, representing a penalty assessed by
23 the Secretary under ERISA § 502(l), 29 U.S.C. § 1132(l).
24
25 If sent through the U.S. Postal Service, this payment shall be sent to:
26
27

1 U.S. Department of Labor
2 ERISA Civil Penalty
3 P.O. Box 71360
4 Philadelphia, PA 19176-1360

5
6 The check will be made payable to the United States Department of Labor and will
7 reference EBSA Case No. 71-010457(48). If Paying Defendants or a payor on
8 their behalf want to send this check by commercial express courier, they shall
9 contact Soroosh Nikouei at the Department of Labor (Nikouei.Soroosh@dol.gov or
10 202- 693-8486) and follow his instructions.

11
12 16. Within 10 calendar days after payment of the Settlement Amount and
13 the 502(l) Payment, Paying Defendants shall send to the Secretary documentary
14 proof of the relevant payee's receipt of each payment. Such proof shall be sent to
15 the Secretary's representatives at the following addresses:

16
17 Regional Director
18 Employee Benefits Security Administration
19 U.S. Department of Labor
20 San Francisco Regional Office
21 90 7th Street, Suite 11-300
22 San Francisco, CA 94103

23
24 Associate Solicitor
25 Plan Benefits Security Division
26 Office of the Solicitor
27 U.S. Department of Labor
28 P.O. Box 1914
 Washington, D.C. 20013

1 **17. Independent Fiduciary.** The Trusts, individually and collectively, will
2 retain an independent fiduciary (“Independent Fiduciary”) to negotiate, for the
3 period of time beginning with the entry of this Order and ending on December 31,
4 2027, (1) all contracts between the Trusts and companies providing third party
5 administrative (“TPA”) services to the Trusts (“TPA Provider”) and (2) if
6 applicable, non-TPA contracts between the Trusts, on one hand, and AIMS, AIIN,
7 or any entity under common control with AIMS or AIIN, on the other hand, as
8 discussed below. The Independent Fiduciary’s actions will be governed by the
9 following terms and conditions.
10

11 17.a. *Independence.* The Independent Fiduciary shall not control AIMS
12 or AIIN, nor shall the Independent Fiduciary be under control of, or under
13 common control with, AIMS or AIIN. The Independent Fiduciary will be
14 paid as described in paragraph 17.c.2 below and have his or her
15 compensation disclosed like that of a TPA Provider, as referenced in
16 paragraph 19 below.

17 17.b. *Impartial Conduct.* The Independent Fiduciary will be bound by
18 the following Standards of Impartial Conduct: The Independent Fiduciary
19 must act with the care, skill, prudence, and diligence under the
20 circumstances then prevailing that a prudent person acting in a like capacity
21 and familiar with such matters would use in the conduct of an enterprise of a
22

1 like character and with like aims, based on the objectives, risk tolerance,
2 financial circumstances, and needs of the plan(s), without regard to the
3 financial or other interests of the Independent Fiduciary, any affiliate or
4 other party.

5

6 17.c. *Compensation of Independent Fiduciary.*

7

8 17.c.i. Amount of Compensation. All compensation received by
9 the Independent Fiduciary and his, her, or its affiliates in connection
10 with any transaction involving the Trusts or the plan(s) shall not
11 exceed compensation for services that is reasonable within the
12 meaning of ERISA section 408(b)(2), 29 U.S.C. § 1108(b)(2).

13

14 17.c.ii. Source of Funds for Compensation. The Settlement
15 Amount shall be paid into a segregated account, which the
16 Independent Fiduciary will hold in trust, for the Independent
17 Fiduciary's use, in his or her discretion, for the exclusive benefit of
18 the Trusts' participants and beneficiaries (in the event that the Trusts
19 are ERISA plans) or, in the alternative, for the exclusive benefit of the
20 participants and beneficiaries of the ERISA plans participating in the
21 Trusts. The Independent Fiduciary's compensation shall be paid from
22 such settlement funds until such time as the funds are exhausted by
23 payment of the compensation or otherwise.

17.c.ii.1. In the event that such funds are exhausted before the Independent Fiduciary's compensation is fully paid, the Trusts shall pay the Independent Fiduciary's compensation.

17.c.ii.2. In the event that the funds are not exhausted by the Independent Fiduciary's compensation and other discretionary utilization described above, such funds shall be apportioned *pro-rata* among the Trusts, based on the number of employers participating in each Trust, to be held in each Trust by the respective trustees of each Trust (collectively, the "Trustees") and to be used for the Trusts' participants' and beneficiaries' exclusive benefit (in the event that the Trusts are ERISA plans) or, in the alternative, for the exclusive benefit of the participants and beneficiaries of the ERISA plans participating in the Trusts.

17.d. *Selection.* The Independent Fiduciary will have appropriate credentials and experience, including relevant employee benefits experience in the state of California, Washington, Oregon, or Idaho. The Department will provide a list of three vetted proposed Independent Fiduciaries to the Trustees. The Trustees will select and hire the Independent Fiduciary from that list. An Independent Fiduciary shall be in place through December 31,

1 2027. Upon his selection under this Order's terms, the Independent
2 Fiduciary will be in place for an initial 3-year term, with the potential for
3 two (2) subsequent 3-year terms, which shall not extend beyond December
4 31, 2027.

5 17.d.i. From 2019 to 2027, if the selected Independent Fiduciary
6 does not agree to a second or third 3-year term, or if the Trustees
7 determine there is a reasonable and lawful reason not to renew that
8 Independent Fiduciary's term because of unsatisfactory performance,
9 then the Trustees and the Department will engage in another selection
10 process for a successor Independent Fiduciary, using the process set
11 forth above.

12 17.d.ii. Effective January 1, 2028, the Trustees shall no longer be
13 required to employ an Independent Fiduciary under this Order and
14 shall be free to determine a fiduciary arrangement that aligns with the
15 Trustees' ERISA-based fiduciary responsibilities.

16 17.e. *Removal of Independent Fiduciary.* The Trustees shall have the
17 power to remove the Independent Fiduciary for a reasonable and lawful
18 reason, and such removal shall be done in compliance with the Trustees'
19 fiduciary duty to monitor the Independent Fiduciary. In the event of
20 removal or resignation of the Independent Fiduciary before January 1, 2028,
21

1 the Trustees shall notify the Department of Independent Fiduciary's removal
2 or resignation, at which time the selection process outlined herein shall be
3 employed to select a successor Independent Fiduciary.

4
5 17.f. *Authority*. The Independent Fiduciary will have the sole
6 responsibility and authority to select all TPA Providers for the Trusts. The
7 Independent Fiduciary will have the authority to negotiate all contracts
8 between the Trusts and TPA Providers.

9
10 17.f.i. The Trustees and the Trusts shall not enter into any
11 contract; arrangement; agreement; or proposal for the provision of
12 goods or services, whether designated as for TPA services or
13 otherwise, between the Trusts and AIMS, AIIN, or any entity under
14 common control with AIMS or AIIN, without the Independent
15 Fiduciary's approval. The Trusts and the Trustees shall advise the
16 Independent Fiduciary of any intent to enter into any contract;
17 arrangement; agreement; or proposal for the provision of goods or
18 services, whether designated as for TPA services or otherwise,
19 between the Trusts, on one hand, and AIMS, AIIN, or an entity under
20 common control with AIMS or AIIN, on the other hand. The
21 Independent Fiduciary will have the sole authority to terminate, re-
22 negotiate, or issue a request for proposal for all contracts,
23
24
25
26
27
28

1 arrangements, or agreements between the Trusts and AIMS, AIIN, or
2 an entity under common control with AIMS or AIIN.
3

4 17.f.ii. With respect to any payments that the TPA Provider may
5 receive directly or indirectly from any source other than the Trusts in
6 connection with services to the Trusts, the Trusts shall require its
7 service providers:
8

9 17.f.ii.1. to disclose to the Trusts the service provider's
10 potential claim to or receipt of such payments, and
11

12 17.f.ii.2. to transfer to the Trusts any such payments not
13 disclosed to the Trusts.
14

15 17.g. *TPA Provider Selection.* Consistent with ERISA plan documents,
16 AIIN has the authority to determine what employee benefits are provided by
17 or through the Trusts. The Independent Fiduciary shall select the TPA
18 Provider(s) to the Trusts in accordance with his or her ERISA fiduciary
19 duties. The Independent Fiduciary shall use his or her professional
20 judgment to determine which TPA Provider to employ, and in doing so, may
21 consider all reasonable factors, in addition to the cost of the TPA Provider's
22 services.
23

24 17.h. *Request for Proposal.* Within 60 calendar days of the
25 Independent Fiduciary's appointment, the Independent Fiduciary shall
26

1 request bids for the TPA Provider services to be provided to the Trusts from
2 at least three (3) potential TPA Providers, in addition to AIMS. In making
3 the selection of potential TPA Providers from which to solicit bids, the
4 Independent Fiduciary shall use his or her professional judgment to
5 determine which potential TPA Providers can and will best provide TPA
6 Provider services to the Trusts. The Independent Fiduciary shall make his or
7 her best efforts to obtain bids from at least three potential TPA Provider(s) in
8 addition to AIMS, but may select the TPA Provider(s) for the Trusts at least
9 60 calendar days after the bids are sought if the Independent Fiduciary does
10 not receive bids for the requested services from three potential TPA
11 Providers other than AIMS. The Independent Fiduciary shall not be
12 required to choose the lowest-priced proposal, but may exercise his or her
13 judgment as described herein.

17.h.i. If AIMS is a TPA Provider to the Trusts, the Independent
Fiduciary shall put the TPA Provider services for the Trusts out to bid
no less frequently than every three (3) years, but shall have the
authority to put the TPA Provider services out to bid more frequently
if he or she determines, in his or her discretion, that it is necessary or
in the best interests of the participants and beneficiaries of the plans
participating in the Trusts.

17.h.ii. For any part of the Trusts for which AIMS is not a TPA Provider, the Independent Fiduciary shall exercise his or her judgment, as described herein, to determine whether and when to put the TPA Provider services for that Trust out to bid based on the best interests of the participants and beneficiaries of the plans participating in that Trust.

17.h.iii. Upon learning of any contract, agreement, arrangement, or proposal for the provision of goods or non-TPA Provider services, other than the performance of plan sponsor activities, between the Trusts and AIMS, AIIN, or an entity under common control with AIMS or AIIN, the Independent Fiduciary shall attempt to obtain bids from at least three (3) other service/goods providers that the Independent Fiduciary reasonably believes can and will provide the services/goods to the Trusts. The Independent Fiduciary shall choose the winning proposal, exercising his or her judgment as required by his or her ERISA fiduciary duties, as described herein. In the event that AIMS, AIIN, or an entity under common control with AIMS or AIIN is chosen by the Independent Fiduciary to provide the services/goods to the Trusts, it shall be within the Independent

1 Fiduciary's authority to determine whether a request for proposal is
2 necessary for any renewal or renegotiation of such contract.
3

4 **18. Trustees.** AIIN and the Trusts shall amend the Trusts' trust agreements
5 to provide the following:
6

7 18.a. Each of the Trusts shall have at least three (3) Trustees, each
8 appointed by that Trust's participating employers;
9

10 18.b. The same person may serve as Trustee to more than one of the
11 Trusts; and
12

13 18.c. Any participating employer that is employed by or receives
14 compensation from AIMS or an entity under common control with AIMS
15 shall recuse itself from the selection process for the Trustees.
16

17 **19. Compensation Disclosure.** The disclosures set forth in this paragraph
18 will be effective only after an Independent Fiduciary is selected and then after the
19 Independent Fiduciary has selected the TPA Provider(s) for the Trusts. The
20 Independent Fiduciary will require the creation and distribution of the following
21 compensation disclosures. AIIN and the Trusts shall amend the Trusts' trust
22 agreements to require disclosures as set forth herein. The Independent Fiduciary
23 will be responsible for approving the original disclosure forms and any
24 amendments to the disclosure forms. The compensation disclosure requirements
25 are as follows:
26
27
28

1 19.a. Disclosures Prior to Signing Group Master Application. The
2 Trusts shall make the following disclosures, or cause them to be made,
3 regarding the Trusts' (1) TPA Providers and (2) service providers who
4 receive compensation calculated as a percentage of (i) a participating plan's
5 or employer's contributions to the Trusts, or (ii) the insurance premiums
6 paid by a participating plan or employer.¹ The disclosures will be made
7 available to potential participating employers in anticipation of the annual
8 enrollment period by making them available on the Trusts website(s) or in
9 an attachment to the Group Master Application ("GMA").²

14 19.a.i. Method of Disclosure. If this information is made
15 available via a website(s), a notice will be appended to the GMA, and
16 signed by participating employers, explaining how to find this
17 information on the website(s), and the information will remain
18 available on the website(s) after the annual enrollment period. If the
19 information is made available through the GMA, the information will
20 be prominently appended to the GMA and signed by the participating
21
22
23
24
25

26 ¹ Collectively, these TPA Providers and other service providers are referred to herein as
27 "Disclosed Providers."

28 ² The GMA is the initial application or subsequent renewal application by the ERISA plan or
 sponsoring employer for insurance coverage.

1 employers prior to or contemporaneously with the participating
2 employers executing the GMA.
3

4 19.a.ii. Content of Disclosure. This initial fee disclosure shall
5 include the following:

6 19.a.ii.1. The fees to be paid to the Disclosed Providers,
7 expressed as set forth in the Disclosed Provider's contract as
8 either PEPM or percentage fees. If expressed as a percentage
9 fee, the disclosure shall include the Trusts' "load table," a
10 previous version of which is attached hereto as an example,
11 which shall include the percentage of the quoted rate that will
12 be paid to the insurance carriers for premiums and the aggregate
13 percentage that will be paid to each Disclosed Provider for fees;

14 19.a.ii.2. A listing and description of any consideration,
15 direct or indirect, to be paid to a Disclosed Provider that is not
16 included in the disclosure of fees listed in paragraph 20.a.ii.2.,
17 above;

18 19.a.ii.3. The Trustees' express certification that the
19 Disclosed Providers have verified that, in connection with their
20 services provided to the Trusts, they will receive no
21
22
23
24
25
26
27
28

1 compensation or consideration, direct or indirect, other than
2 those specifically disclosed in accordance with this Order;
3

4 19.a.ii.4. For each Disclosed Provider, a description of the
5 type of services provided to the Trusts;

6 19.a.ii.5. For each Disclosed Provider providing services to
7 the Trusts who is under common control with AIIN or AIMS, a
8 description of the relationship between the Disclosed Provider
9 and AIIN or AIMS, including but not limited to the Disclosed
10 Provider's ownership structure;

11 19.a.ii.6. The amount, as a percentage fee or as a PEPM
12 amount, of all consideration the Disclosed Provider received
13 from the Trusts during the previous year; and

14 19.a.ii.7. If the fees are expressed as a percentage, an
15 illustrative example of the calculation used to determine the
16 contribution amount billed to the participating employer and the
17 disbursement of the contribution remitted by the employer to
18 the insurance carriers and all the Disclosed Providers. The
19 illustrative example shall include the mathematical formula(s)
20 used to determine the dollar amount owed to each service
21 provider and shall specify whether the percentage is applied
22
23
24
25
26
27
28

against the premium paid to the insurer, to the total amount contributed by the participating employer, or some other amount.

19.b. *Monthly Billing Statement.* The Trusts shall make the following disclosures on a monthly basis. The monthly billing statement provided to the participating employers will continue to show the total billed amount due and owing for the month. In addition, an addendum to the monthly billing statement will break out the total billed amount to show how much of the total billed amount will be paid to the insurance carriers as premiums and how much will be paid to each Disclosed Provider as fees or other compensation.

20. Fiduciary Training. AIIN shall provide all Trustees and Disclosed Provider staff involved with duties to the Trusts with an annual training. Each new Trustee to one of the Trusts will receive fiduciary training within three months of becoming a Trustee. Training will be provided by a qualified attorney, and will include an explanation of ERISA fiduciary duties, an explanation of the Trusts' structure and operation, and providing each fiduciary with a copy of the DOL's publications, "Meeting Your Fiduciary Responsibilities," and "Understanding Your Fiduciary Responsibilities Under a Group Health Plan," or equivalent publications.

1 **21. Independent Auditor.** The Trusts will maintain an auditor with no
2 other business relationship with AIMS or AIIN in the audited year. The auditor
3 may be a participating employer in one of the Trusts. The auditor's directors may
4 not sit on AIIN's board of directors, the Trusts' boards of Trustees, or any related
5 entities' governing boards.

6
7 **22. Restrictions on Serving as Trustee.** All AIMS employees will be
8 barred from serving as Trustees to any of the Trusts. However, AIMS's employees
9 are not barred from serving as a trustee or fiduciary to any other trust, other
10 employee benefit plan, or other organization other than the Trusts.

11
12 **23.** The Parties shall bear their own costs, other expenses, and attorneys'
13 fees in connection with this action, with the Secretary's investigation underlying
14 this action, with this settlement, and with this Order.

15
16 **24.** This Order does not bind any government agency other than the U.S.
17 Department of Labor.

18
19 **25.** This Order may be executed in counterparts, each of which shall be
20 deemed to be an original, but all of which, taken together, shall constitute a single
21 document.

22
23 **26.** This Order fully resolves all claims in the Secretary's complaint in this
24 action.

1 ENTERED this 7th day of June, 2019
2
3
4
5
6

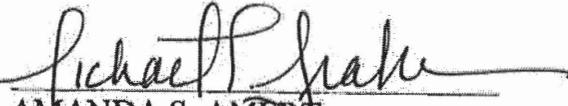


Thomas O. Rice

THOMAS O. RICE
Chief United States District Judge

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2 FOR DEFENDANTS
3 JAMES DEWALT, ET AL.:

4 
5 AMANDA S. AMERT

6 Michael T. Graham
7 Jonathan A. Enfield
8 Jenner & Block LLP
9 353 N. Clark Street
10 Chicago, Illinois 60654-3456
(312) 222-9350

11 Christopher J. Rillo
12 Jenner & Block LLP
13 50 California Street, 15th Floor
14 San Francisco, CA 94111

15
16 Thomas W. McLane
17 Law Firm of Thomas W. McLane
18 PLLC
19 103 E. Indiana Avenue, Suite A
20 Spokane, WA 99201
(509) 290-6968

21 *Attorneys for Defendants*

2 FOR R. ALEXANDER ACOSTA,
3 U.S. SECRETARY OF LABOR:

4 KATE O'SCANNLAIN
5 Solicitor of Labor

6 G. WILLIAM SCOTT
7 Associate Solicitor
8 for Plan Benefits Security

9 ROBERT FURST
10 Counsel for Litigation

11 s/ Marc Sarata

12 PETER DOLAN
13 MARC SARATA
14 EIRIK CHEVERUD
15 Plan Benefits Security Division
16 Office of the Solicitor, U.S. Dept. of Labor
17 200 Constitution Avenue, N.W., Rm N-
18 4611
19 Washington, D.C. 20013
(202) 693-5612

20 *Attorneys for Plaintiff*

1 The Associated Industries of
2 the Inland Northwest

3 By: 
4 Printed Name: Don Paffenroth
5 Title: Board Chair

6
7 Associated Industries
8 Management Services, Inc.

9 By: 
10 Printed Name: James DeWalt
11 Title: President & CEO

12 Associated Employers Health
13 and Welfare Trust

14 By: 
15 Printed Name: James DeWalt
16 Title: Sponsor

17
18 Greater Columbia Manufacturing
19 Benefits Trust

20 By: 
21 Printed Name: James DeWalt
22 Title: Sponsor

23 Columbia Retail Benefits Trust

24 By: 
25 Printed Name: James DeWalt
26 Title: Sponsor

27
28 Greater Northwest Health
Industry Benefits Trust

29 By: 
30 Printed Name: James DeWalt
31 Title: Sponsor

32
33 Pacific Business Resource
34 Benefits Trust

35 By: 
36 Printed Name: James DeWalt
37 Title: Sponsor

38
39 Associated Employers Trust
40 - Commercial Construction
41 Health and Welfare Trust

42 By: 
43 Printed Name: James DeWalt
44 Title: Sponsor

1
2 *James DeWalt*
3 James DeWalt
4

5 *Robert G. Bakie*
6 Robert G. Bakie
7

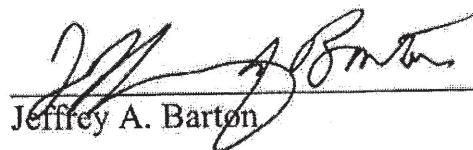
8
9 Jack L. Fallis, Jr.
10

11 Jeffrey A. Barton
12

13 R. Alexander Acosta,
14 Secretary of Labor
15

16 By: *Klaus Placke*
17 Klaus Placke
18 Regional Director
19 Employee Benefits Security
20 Administration
21
22
23
24
25
26
27
28

1
2 James DeWalt
3
4
5


Jeffrey A. Barton

6 Robert G. Bakie
7
8

9 Jack L. Fallis, Jr.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

R. Alexander Acosta,
Secretary of Labor

By: _____

Klaus Placke
Regional Director
Employee Benefits Security
Administration

CONSENT ORDER - 25

1
2 James DeWalt
3
4
5
6

Jeffrey A. Barton

7 Robert G. Bakie
8
9

10 Jack L. Ballis, Jr.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

R. Alexander Acosta,
Secretary of Labor

By: _____
Klaus Placke
Regional Director
Employee Benefits Security
Administration